

Supply of Goods and Services to White Rabbit Events Ltd

1. Application of Terms

These terms and conditions (“**Ts&Cs**”) are agreed between you, the supplier entity identified at the end of this document, and White Rabbit Events Ltd registered office c/o B&K Partners Ltd, Holbrook Padbury Road, Thornborough, Bucks MK18 2EB (“**WRE**”). By agreeing to supply goods or services to WRE for events organised by WRE (“**Events**”) you confirm that you have read and agree to be bound by these Ts&Cs.

2. Supply of Goods and/or Services

The detail of the goods and/or services that you will supply to WRE, when you will supply them and the price payable together with any other relevant matters will be detailed in a supply form (“**Supply Form**”) agreed to by both parties as evidenced by clear exchange of emails or signature. In the event of any conflict between the provisions of the Supply Form and these Ts&Cs, the Supply Form will prevail.

3. Payment

You will submit invoices to WRE in accordance with the Supply Form. WRE shall pay you the price stated in the Supply Form within 30 days after the relevant Event unless otherwise stated on the Supply Form. No other expenses, costs or charges will be payable by WRE. Payment by WRE shall be without prejudice to any claims that WRE might have against you.

4. Flowdown Terms

WRE are in the business of hiring certain parts of Ditton Park Manor in Datchet, Berks (the “Venue”) which is owned by Computer Associates UK Ltd or an affiliate thereof (“CA”) and making it available for weddings and other Events. Suppliers to WRE are engaged to supply goods and or services for such Events and accordingly need to agree to terms imposed on WRE by CA. Therefore, you the supplier agree to the following:

4.1 Venue Access: You may only visit the Venue on dates and times agreed with WRE, noting that such visits need to be kept to a minimum and potentially only one visit will be permitted prior to an Event. The areas of the Venue to which you will have access will be made known to you by the WRE representative and you may not access any other areas at any time, including for storage purposes. You must arrive and vacate by the agreed times as stated on the Supply Form; failure to do so may incur cost to WRE which you agree to promptly reimburse in full. WRE and CA reserve the right to refuse entry to any persons who might pose a safety or security risk at/or in the vicinity of the Venue during, immediately prior to or immediately following the Event. You will ensure that you, including all staff engaged by you, leave the Venue quietly no later than fifteen (15) minutes after the scheduled end of the Event and that noise disturbance is not cause to local residents or businesses. All furniture and equipment at the Venue has been inventoried and may not be transferred between rooms/areas without prior agreement.

4.2 Equipment: No equipment is to be delivered to the Venue without prior agreement and delivery may be refused if the equipment is considered dangerous or harmful to the building, contents or persons. All equipment must be freestanding so that it can be installed and removed with no visible marks remaining at the Venue. Any equipment remaining at the Venue after the agreed time may be removed and disposed of and you will reimburse the cost of such removal and disposal. Neither WRE nor CA accept any responsibility to any damage to or loss of goods or equipment whilst at the Venue nor during transit or delivery to or from the Venue.

4.3 Permits: At your own cost you shall obtain all permits and licenses necessary to fulfil your obligations to WRE.

4.4 Code of Conduct and Contractor Policy: You agree that you will comply with the CA Code of Conduct available at <http://investor.ca.com/governance.cfm> and the Contractors Policy attached hereto with regard to which your attention is specifically drawn to sections 10. Accidents, Incidents and Dangerous Occurrences, 11. First Aid, 12. Housekeeping, 15. Fire Safety and Fire Precautions, 21. Work at Height, 23. Electrical Work (High and Low Voltage), 24. Mobile Cranes and Lifting Equipment, 33. Personal Protective Equipment (PPE) and 39. Alcohol and Drugs.

4.5 Insurances: You shall effect and maintain insurance in respect of public liability insurance and professional indemnity insurance each for £5,000,000 (five million pounds sterling) per incident and totally per year. You must provide copies of all insurance certificates on request.

4.6 Risk Assessments: A risk assessment and method statement shall be agreed before any activities can commence at the Venue. You agree to participate in a risk assessment at your own expense when so requested.

4.7 Facilities Requests: Rules, regulations, technical advice or other requests reasonably made by CA, WRE or the designated facilities manager at the Venue during the running of an Event must be adhered to.

5. Warranty

You warrant to WRE that you will perform all services with reasonable care and skill and in accordance with these Ts&Cs and that goods and/or services supplied by you will conform with all descriptions or samples provided to WRE. In the event that WRE have reasonable cause to believe that these foregoing warranties will not be met, despite discussion with you, WRE have the right to cancel the Supply Form and will have no liability to you.

6. Liability

To the fullest extent permitted by law, neither CA nor WRE shall be liable for any loss or damage to your property nor for any inconvenience or loss caused as a result of cancellation, termination or amendment of any Event. WRE does not exclude or limit its liability for death or personal injury caused due to its negligence.

You agree to indemnify WRE against any claims that may be made in the event of a termination, cancellation or amendment to the Event caused by you, your actions or your omissions.

In the event that a claim is made against WRE by WRE’s client or CA or any other third party in respect of
(a) goods and/or services that were supplied or due to be supplied by you, including as a consequence of breach or negligent or delayed performance by you,
(b) any act or omission by you, your representatives, employees, sub-contractors or agents, negligent, wilfull or otherwise, including but not limited to any damage, theft or loss caused to the Venue or its contents, or
(c) any bodily injury or death caused to any person by you, your representatives, employees, sub-contractors or agents

you agree to refund any payment made to you by WRE in respect thereof and that no payment will be paid to you in respect thereof. You further agree that you will be held responsible for and indemnify WRE from such claims and will promptly (in any event within 7 days of invoice from WRE) indemnify WRE in respect thereof. WRE agree to consult with you should such claims arise.

7. Cancellation, Termination of Amendment

Due to the nature of the Event and requirements from CA, WRE reserve the right to amend or cancel any Supply Form at any time. In the event that a cancellation or amendment is made within 5 days of the Event and you have incurred costs that you cannot recover, you must raise this to WRE within 48 hours of receiving notice of amendment or cancellation and WRE will take reasonable steps to seek recovery of those costs from the party which has caused the amendment or cancellation. If WRE are not reasonably able to recover costs you agree that you waive your rights to seek further recovery of them and release WRE from all liability in relation thereto. Save as aforesaid WRE accept no liability in respect of amendment or cancellation of any order and you agree to refund all monies paid to you by WRE or to credit any invoices already due in respect of such amended or cancelled Supply Form.

8. Status

The relationship between you and WRE will be that of independent contractor and nothing shall render you or any employee, agent or subcontractor of you an employee of WRE. You shall not hold yourself out as an employee of WRE and you shall procure that persons engaged by you do not hold themselves out as employees of WRE.

9. General.

Each party agrees that the Ts&Cs together with the Supply Form and any other documents expressly incorporated constitutes the entire agreement and understanding between the parties and supersedes any previous agreement between them relating to the supply of goods and/or services for Events. This Agreement shall be governed and interpreted by the laws of England and the parties submit to the exclusive jurisdiction of the courts of England.

Agreed by and between:

Supplier: _____

White Rabbit Events Ltd

Signed:
Name:
Date:

Signed:
Name:
Date:

I specifically agree to be bound by the Contractors Policy referred to in clause 4.4 above:

Supplier: _____